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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

12 KPG INVESTMENTS INC., a Nevada  
13 corporation; KENDALLE GETTY, an individual,

Case No.:  
3:22-cv-00236-ART-CLB

14 Plaintiffs,

15 v.

16 MARLENA SONN, an individual; AND DOES  
17 1-20,

18 Defendant.

19 MARLENA SONN,

Consolidated with:  
3:22-cv-00323-ART-CLB

20 Plaintiff,

21 v.

22 KENDALLE P. GETTY, as Trustee of the  
23 Pleiades Trust and as an individual, KPG  
24 INVESTMENTS, INC., as Trustee of the  
25 Pleiades Trust, ALEXANDRA SARAH  
26 GETTY, as Trustee of the Pleiades Trust and as  
27 an individual, ASG INVESTMENTS, INC., as  
28 Trustee of the Pleiades Trust, MINERVA  
OFFICE MANAGEMENT, INC., and  
ROBERT L. LEBERMAN,

**MINERVA AND LEBERMAN'S  
MOTION TO DISMISS**

Defendants.

Defendants MINERVA OFFICE MANAGEMENT, INC. (“Minerva”), and ROBERT L. LEBERMAN (“Leberman”), by and through their counsel of record, Mark H. Gunderson, Esq. and Austin K. Sweet, Esq., submit this Motion to Dismiss (“Motion”) the *Complaint* (“Complaint”) filed by Plaintiff MARLENA SONN (“Sonn”) on May 11, 2022, originally in the United States District Court for the Eastern District of New York, Case No. 2:22-cv-01137-APG-BNW, which was subsequently transferred to this Court and consolidated into this action pursuant to this Court’s July 27, 2022, *Order* [Doc. 16]. This Motion is made and based upon FRCP 12, the following memorandum of points and authorities, the pleadings on file in this case, and any oral argument this court wishes to entertain.

### **MEMORANDUM OF POINTS AND AUTHORITIES**

#### **I. INTRODUCTION**

This case arises out of a disgruntled former employee’s efforts to retroactively extract additional compensations from her prior employers. Sonn was employed by KPG INVESTMENTS INC. (“KPG Investments”) and ASG INVESTMENTS, INC. (“ASG Investments”) for several years and was well-compensated for her services. However, according to her *Complaint*, in 2021 Sonn believed that she had performed her job exceptionally well and should therefore be given a \$5,000,000.00 bonus (\$2,500,000.00 each from KPG Investments and ASG Investments) “in recognition of her past performance.” Critically, Sonn does not allege that KPG Investments or ASG Investments ever failed to pay any of the wages or compensation they had agreed upon during the course of Sonn’s employment; rather, Sonn essentially complains that she should have asked for a raise several years earlier and that she should now be retroactively compensated for the raise she never requested and was never given.

Sonn also generally alleges that the reason why ASG Investments and KPG Investments fired her and refuse to pay her a retroactive \$5,000,000.00 bonus “in recognition of her past performance” is that Minerva and/or Leberman turned Kendalle P. Getty and Alexandra Sarah Getty against Sonn because Sonn objected to what Sonn considered to be an “unlawful tax avoidance scheme that he devised and/or implemented.” Sonn’s *Complaint* fails to state a claim upon which relief can be granted against Minerva and Leberman. Neither Minerva nor Leberman ever employed Sonn. There

1 is not a single allegation of fact that Minerva or Leberman did or said anything to Alexandra Sarah  
 2 Getty or Kendalle Getty to cause them each, and at different times, to terminate Sonn's employment.  
 3 There is not a single allegation of fact that Sonn wrote to or said to Minerva or Leberman that the  
 4 Getty trusts' complex structure was an "unlawful" or "fraudulent" tax avoidance scheme.<sup>1</sup> Sonn is  
 5 looking for a scapegoat and wrongfully pins her own failures on Minerva and Leberman.

6 Sonn's Complaint seeks desperately to rewrite a simple story: Sonn was fired by two  
 7 corporations and the principals because they lost trust in her. Sonn has only herself to blame for these  
 8 justifiable terminations. Minerva and Leberman did not cause either of those terminations. There is  
 9 simply no legal or factual basis for Sonn's claims against Minerva and Leberman. Sonn's claims  
 10 against Minerva and Leberman should be dismissed.

## 11 **II. SUMMARY OF RELEVANT ALLEGATIONS**

12 The following is a summary of the facts alleged in the *Complaint* that are relevant to this  
 13 Motion. Although many of these allegations are disputed, they are accepted as true for the purposes  
 14 of this Motion. Williams ex. Rel. Tabiu v. Gerber Products Co., 523 F.3d 934, 937 (9th Cir. 1993).

15 KPG Investments is a Nevada-based corporation. *Complaint* ¶ 26. ASG Investments is also  
 16 a Nevada-based corporation. *Id.*

17 On October 15, 2014, Sonn became an employee of ASG Investments. *Complaint* ¶ 39. It  
 18 was agreed that Sonn would be paid an annual base salary of \$80,000.00, which would be reviewed  
 19 annually and adjusted by the payment of a bonus, the amount of which, if any, would be left to  
 20 Alexandra Sarah Getty's sole discretion. *Id.* Sonn also continued to serve as Alexandra Sarah  
 21 Getty's personal financial advisor, for which she was compensated through the standard 1% fee of  
 22 Alexandra Sarah Getty's personal assets under Sonn's management. *Id.* ¶ 46.

23 On November 1, 2015, Sonn became an employee of KPG Investments. *Complaint* ¶ 42. It  
 24 was agreed that Sonn would receive an annual base salary of \$100,000.00 from KPG Investments,  
 25 together with discretionary bonus payments in an amount to be determined by Kendalle P. Getty. *Id.*

26 <sup>1</sup> Indeed, as Sonn acknowledges in her *Complaint*, the Getty trusts' complex structure is no secret to  
 27 any of the state or federal tax agencies: every piece of this complex structure has been heavily  
 28 scrutinized and consistently approved by the most sophisticated tax regulators and tax advisors  
 available for nearly 50 years.

1 Sonn also continued to serve as Kendalle P. Getty's personal financial advisor, for which she was  
 2 compensated through the standard 1% fee of Kendalle P. Getty's personal assets under Sonn's  
 3 management. *Id.* ¶ 46.

4 Despite living in New York, Sonn was treated as a Nevada employee, with ASG Investments  
 5 and KPG Investments not withholding New York State taxes or making any of the other applicable  
 6 employer contributions required by New York State law. *Complaint* ¶ 44. Sonn alleges that this  
 7 occurred because Minerva wanted to avoid the appearance of conducting any business outside of  
 8 Nevada. *Id.* From the very beginning of her time working for ASG Investments and KPG  
 9 Investments, Sonn was repeatedly advised about the importance of maintaining the appearance that  
 10 Alexandra Sarah Getty and Kendalle P. Getty were neither residing in, nor conducting trust business,  
 11 in the State of California. *Id.* ¶ 69. Throughout the course of her employment with ASG Investments  
 12 and KPG Investments, one of Sonn's roles was to ensure that all business related to the administration  
 13 of the trust was kept out of California, and to keep Alexandra Sarah Getty's and Kendalle P. Getty's  
 14 residency status outside of California, wherever possible. *Id.* ¶ 76. During her employment, Sonn  
 15 performed substantially all of her work from her office and/or residence in New York. *Id.* ¶ 141.

16 In or around mid-2017, Alexandra Sarah Getty and Kendalle P. Getty both separately agreed  
 17 to provide Sonn with a deferred compensation incentive equal to 0.00375% of the aggregate after-tax  
 18 amount of any distributions they received from the Pleiades Trust, payable in two installments  
 19 following the death of their father. *Complaint* ¶ 61. These deferred compensation incentives were  
 20 memorialized in an agreement with ASG Investments on October 20, 2017, and in a separate  
 21 agreement with KPG Investments on November 11, 2017. *Id.* ¶ 64. Such payments were conditioned  
 22 upon Sonn's continued employment as of the time that Alexandra Sarah Getty and Kendalle P. Getty  
 23 actually received distributions from the Pleiades Trust. *Id.* ¶ 117.

24 On or about January 27, 2021, Sonn was terminated from ASG Investments. *Complaint* ¶ 99.  
 25 Sonn and Alexandra Sarah Getty agreed to a severance package that would include a payment of  
 26 \$2,500,000 to Sonn, representing approximately 0.0025% of the aggregate pre-tax value of the entire

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1 Pleiades Trust.<sup>2</sup> Id. ¶ 104. This amount was compensation for what Sonn believes to be the value of  
 2 her service as an employee of ASG Investments from October 15, 2014, through January 27, 2021.  
 3 Id. ¶ 110. Sonn describes this amount “as fair compensation for her outstanding past performance as  
 4 Vice President of ASG Investments....” Id. ¶ 147. On February 2, 2021, Sonn was terminated as  
 5 Alexandra Sarah Getty’s personal financial advisor as well. Id. ¶ 106.

6 Sonn subsequently approached Kendalle P. Getty about her compensation structure, and  
 7 Kendalle P. Getty agreed to pay Sonn a bonus in the amount of \$2,500,000.00. *Complaint* ¶¶ 112 –  
 8 115. This payment was offered “as ‘earned’ compensation for [Sonn’s] outstanding past  
 9 performance....” Id. ¶ 116. “[T]he \$2.5 million bonus was in recognition of [Sonn’s] past  
 10 performance....” Id. ¶ 117. On November 30, 2021, Sonn was terminated from KPG Investments.  
 11 Id. ¶ 127. On March 3, 2022, Sonn was terminated as Kendalle P. Getty’s personal financial advisor  
 12 as well. Id. ¶ 129.

### 13 III. APPLICABLE LAW

14 A party may move to dismiss a pleading for failure to state a claim upon which relief can be  
 15 granted under FRCP 12(b)(6). To survive dismissal, a plaintiff must allege a plausible claim for relief  
 16 as judged by judicial experience and common sense. Ashcroft v. Iqbal, 129 S. Ct. 1937, 1950 (2009).  
 17 “Dismissal is proper where there is either a ‘lack of cognizable legal theory’ or ‘the absence of  
 18 sufficient facts alleged under a cognizable legal theory.’” Marksman Partners, L.P. v. Chantal Pharm.  
 19 Corp., 927 F.Supp. 1297, 1304 (C.D. Cal. 1996) (quoting Balistreri v. Pacifica Police Dep’t., 901  
 20 F.2d 696, 699 (9th Cir. 1988)). In reviewing a plaintiff’s complaint, the court is “not bound to accept  
 21 as true a legal conclusion couched as a factual allegation.” Papasan v. Allain, 478 U.S. 265, 286  
 22 (1986).

23 “[F]actual allegations must be enough to raise a right to relief above the speculative level...on  
 24 the assumption that all the allegations in the complaint are true (even if doubtful in fact).” Bell

25 <sup>2</sup> The original deferred compensation incentive equaled 0.00375% of Alexandra Sarah Getty’s 1/3  
 26 share of the Pleiades Trust, or 0.00125% of the total value of the Pleiades Trust, *after tax*, and *after*  
 27 those sums were actually distributed to Alexandra Sarah Getty. *Complaint* ¶ 61. The new  
 28 arrangement, according to Sonn, more than doubled the compensation she was owed to 0.0025% of  
 the total value of the Pleiades Trust, *pre tax*, and *before* those sums were actually distributed to  
 Alexandra Sarah Getty.

1 Atlantic Corp. v. Twombly, 550 U.S. 544, 555, (2007). To "state a valid claim, a complaint must  
 2 contain either direct or inferential allegations respecting all the material elements to sustain recovery  
 3 under some viable legal theory" - in other words, enough facts to state a claim that is facially plausible.  
 4 Id. at 568. "The plausibility standard ... asks for more than a sheer possibility that a defendant has  
 5 acted unlawfully." Iqbal, 129 S. Ct. at 1949 (internal quotation marks and citation omitted). "While  
 6 legal conclusions can provide the framework of a complaint, they must be supported by factual  
 7 allegations." Id. at 1950. The conclusory nature of allegations "disentitles them to the presumption  
 8 of truth." Id. at 1951.

9 Additionally, a plaintiff can plead itself out of a claim by including factual allegations contrary  
 10 to the factual elements of his claims or contradicted by documents referred to in the complaint.  
 11 Spewell v. Golden State Warriors, 266 F.3d 979, 988 (9th Cir. 2001); see also Steelman v. Hart  
 12 Brewing, Inc., 143 F.3d 1293, 1295-96 (9th Cir. 1998) ("[W]e are not required to accept as true  
 13 conclusory allegations which are contradicted by documents referred to in the complaint."); Soo Line  
 14 R.R. v. St. Louis Southwestern Ry., Co., 125 F.3d 481, 483 (7th Cir. 1997) ("A plaintiff can plead  
 15 itself out of court by alleging facts which show that it has no claim, even though it was not required  
 16 to allege those facts.").

#### 17 IV. ARGUMENT

18 Sonn alleges three (3) claims against Minerva and Leberman. Each of these claims should be  
 19 dismissed.

##### 20 A. *Count 1 – Unlawful Retaliation in Violation of Cal. Lab. Code § 1102.5*

21 In Count 1, Sonn alleges that Minerva and Leberman engaged in unlawful retaliation in  
 22 violation of California law. *Complaint* ¶¶ 137 – 145. Sonn fails to state a claim upon which relief  
 23 can be granted against Minerva or Leberman in this regard because California law does not apply  
 24 and, even if it did, neither Minerva nor Leberman ever employed Sonn.<sup>3</sup>

25 **California Law Does Not Apply:** California Labor Code § 1102.5(b) provides, in relevant  
 26 part, that "an employer, or any person acting on behalf of the employer, shall not retaliate against an

27 <sup>3</sup> The Court may take judicial notice of the complaint in the joined action (*KPG Investments v. Sonn*)  
 28 in which the subject contract with KPG Investments states that Nevada law applies to all matters  
 relating to the employment of Sonn.



1 employee for disclosing information ... to a person with authority over the employee ... if the  
 2 employee has reasonable cause to believe that the information discloses a violation of state or federal  
 3 statute....” California Labor Code § 1102.5(c) prohibits an employer, or any person acting on behalf  
 4 of the employer, from retaliating against an employee for refusing to participate in an activity that  
 5 would result in a violation of state or federal statute....” To establish a prima facie case of  
 6 whistleblower retaliation under California law, a plaintiff must show that she engaged in protected  
 7 activity, that she was thereafter subjected to adverse employment action by her employer, and there  
 8 was a causal link between the two. Robles v. Agreserves, Inc., 158 F. Supp. 3d 952 (E.D. Cal. 2016).  
 9 Whistleblower retaliation claims under California Labor Code § 1102.5 “may only be brought against  
 10 an employer.” Minor v. Fedex Off. & Print Servs., Inc., 182 F. Supp. 3d 966, 989 (N.D. Cal. 2016).

11 California Labor Code § 1102.5 does not apply because Sonn’s employment with ASG  
 12 Investments and KPG Investments was not governed by California law. Sonn’s employers were ASG  
 13 Investments [*Complaint* ¶ 39] and KPG Investments [*Complaint* ¶ 42]. Both ASG Investments and  
 14 KPG Investments are Nevada-based corporations. *Id.* ¶ 26. During her employment, Sonn performed  
 15 substantially all of her work from her office and/or residence in New York. *Id.* ¶ 141. However,  
 16 Sonn was treated as a Nevada employee. *Id.* ¶ 44. Sonn alleges that she was repeatedly advised  
 17 about the importance of not conducting business in California. *Id.* ¶ 69. In fact, Sonn alleges that  
 18 one of her roles was to ensure that all business related to the administration of the trust was kept out  
 19 of California, and to keep Alexandra Sarah Getty’s and Kendalle P. Getty’s residency status outside  
 20 of California, wherever possible. *Id.* ¶ 76. Despite citing California law as the basis for her first  
 21 claim for relief, Sonn does not even allege that California law applies. There is simply no legal or  
 22 factual basis in Sonn’s *Complaint* to conclude that California law applies to Sonn’s employment or  
 23 this dispute.

24 **Neither Minerva Nor Leberman Employed Sonn:** Even if California law somehow does  
 25 apply, whistleblower retaliation claims under California Labor Code § 1102.5 may only be brought  
 26 against an employer. Minor, supra. Again, Sonn’s employers were ASG Investments [*Complaint* ¶  
 27 39] and KPG Investments [*Complaint* ¶ 42]: neither Minerva nor Leberman ever employed Sonn.

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1        Sonn's Count 1 against Minerva and Leberman has no foundation in fact or law. Even  
 2 accepting all factual allegations in Sonn's *Complaint* as true, Sonn fails to state a claim upon which  
 3 relief can be granted against Minerva or Leberman. Count 1 should be dismissed.

4        ***B. Count 6 – Unjust Enrichment***

5        In Count 6, Sonn alleges that Minerva and Leberman have been unjustly enriched by  
 6 “accepting Ms. Sonn’s profitable investment strategies and other services without fair compensation.”  
 7 *Complaint* ¶ 165. Sonn alleges that Minerva specifically has been unjustly enriched because  
 8 “Minerva benefited as the administration office of the Pleiades Trust, receiving fees and other  
 9 payments.” *Id.* ¶ 165(c). Sonn alleges that Leberman specifically has been unjustly enriched because  
 10 “Leberman benefited as President of Minerva and as Trust Administrator of the Pleiades Trust,  
 11 receiving fees and other payments.” *Id.* ¶ 165(d).

12        To prevail on a claim for unjust enrichment, Sonn must prove that: (1) Sonn conferred a  
 13 benefit on Minerva and/or Leberman; (2) Minerva and/or Leberman appreciated such benefit; and (3)  
 14 there is acceptance and retention by Minerva and/or Leberman of such benefit under circumstances  
 15 such that it would be inequitable for them to retain the benefit without payment of the value thereof.  
 16 Korte Constr. Co. v. State on Rel. of Bd. of Regents of Nevada Sys. of Higher Educ., 137 Nev. 378,  
 17 381, 492 P.3d 540, 543 (2021). Sonn fails to state any of the elements upon which a claim for relief  
 18 can be granted against Minerva or Leberman in this regard.

19        **No Alleged Benefit to Minerva or Leberman:** Sonn's *Complaint* does not allege a single  
 20 fact to support the claim that Sonn conferred a benefit on Minerva or Leberman. Sonn never worked  
 21 for Minerva or Leberman, never provided services to Minerva or Leberman, and never took any action  
 22 on Minerva's or Leberman's behalf or to Minerva's or Leberman's benefit. In her *Complaint*, Sonn  
 23 simply alleges that she provided services to ASG Investments and KPG Investments, which in turn  
 24 benefitted the Pleiades Trust, and that Minerva and Leberman also provide services to the Pleiades  
 25 Trust. *Complaint* ¶ 165. Minerva and Leberman did not benefit, and are not alleged to have benefited,  
 26 from the “profitable investment strategies and other services” Sonn claims to have indirectly provided  
 27 to the Pleiades Trust. There is simply no alleged connection whatsoever between the services Sonn  
 28 performed and the compensation that Minerva and Leberman received for the services they



1 performed. For example, there is no allegation that the fees or compensation to Minerva or Leberman  
 2 increased because of any services rendered by Sonn. Indeed, there is no allegation that the fees or  
 3 compensation to Minerva or Leberman are tied to changes in the value of the Pleiades Trust. Without  
 4 such facts, there is no causal connection between Sonn's services and the fees to Minerva or  
 5 Leberman.

6 Sonn's claims for unjust enrichment must fail because there is no allegation of fact to support  
 7 the claim that Minerva or Leberman were actually enriched as a result of Sonn's services. The  
 8 allegation that the market value of the Pleiades Trust increased proves nothing. First, Sonn does not  
 9 – indeed cannot – allege that her services were the proximate cause for any increase in the market  
 10 value of the investments of the Pleiades Trust. Second, it is self-evident that numerous market factors  
 11 affect the investments of the Trust, all of which are beyond the control of any one person. Third,  
 12 Sonn's claim that she, and she alone, personally enriched Minerva and Leberman strains credibility.  
 13 The Complaint is devoid of any factual allegation to support any such claim.

14 Sonn's Count 6 against Minerva and Leberman has no foundation in fact or law. Even  
 15 accepting all factual allegations in Sonn's *Complaint* as true, Sonn fails to state a claim upon which  
 16 relief can be granted against Minerva or Leberman. Count 6 should be dismissed.

17 **C. Count 7 – Tortious interference, Willful Misfeasance and Bad Faith**

18 In Count 7, Sonn alleges that “the termination of Ms. Sonn's employment with ASG and KPG  
 19 Investments and the subsequent withholding of amounts due to her as earned compensation were the  
 20 direct and/or proximate result of [Minerva and Leberman]'s willful misfeasance and retaliatory bad  
 21 faith actions directed at Ms. Sonn for expressing objection to and resisting against the unlawful tax  
 22 avoidance scheme that he devised and/or implemented.” *Complaint* ¶ 168. “Tortious interference,”  
 23 “willful misfeasance,” “bad faith,” and “retaliatory bad faith actions” are not independent legal claims  
 24 for relief under Nevada law. Thus, the only cognizable claim contained in Count 7 is a claim for  
 25 intentional interference with contractual relations. However, as to this cognizable claim, Sonn fails  
 26 to state a claim upon which relief can be granted against Minerva or Leberman.

27 In an action for intentional interference with contractual relations, a plaintiff must establish:  
 28 (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts

intended or designed to disrupt the contractual relationship; (4) actual disruption of the contract; and (5) resulting damage. J.J. Indus., LLC v. Bennett, 119 Nev. 269, 274, 71 P.3d 1264, 1267 (2003). “[M]ere knowledge of the contract is insufficient to establish that the defendant intended or designed to disrupt the plaintiff’s contractual relationship; instead, the plaintiff must demonstrate that the defendant intended to induce the other party to breach the contract with the plaintiff.” Id. Sonn alleges that ASG Investments breached a contract to “make a severance payment in the amount of \$2.5 million to Ms. Sonn, as fair compensation for her outstanding past performance as Vice President of ASG Investments” [*Complaint* ¶ 147], and that KPG Investments breached a contract “to pay an ‘Incentive Award’ in the amount of \$2.5 million to Ms. Sonn, as compensation for her outstanding performance as Vice President of KPG Investments.” *Complaint* ¶ 155. Sonn’s intentional interference claim cannot survive dismissal because these are not valid contracts.

**Past Benefit is Not Adequate Consideration:** Basic contract principles require, for an enforceable contract, an offer and acceptance, meeting of the minds, and consideration. May v. Anderson, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). “A benefit conferred ... in the past is not adequate consideration for a present bargain.” Clark Cnty. v. Bonanza No. 1, 96 Nev. 643, 650, 615 P.2d 939, 943 (1980). The entire basis for Sonn’s claim for additional compensation is “in recognition of her past performance.” *Complaint* ¶¶ 110, 116, 117, and 147. It is well-established and fundamental contract law that past consideration is not consideration. Clark Cnty., *supra*. Thus, even accepting all factual allegations in Sonn’s *Complaint* as true, Sonn does not have a valid and enforceable contract to receive a *post hoc* bonus from ASG Investments or KPG Investments. Therefore, neither Minerva nor Leberman can be held liable for “tortious interference” with such unenforceable contracts as a matter of law.

**ASG Investments Terminated the Employment on Advice of Counsel:** Sonn’s *Complaint* alleges that ASG Investments and its principal acted on the advice of legal counsel in terminating Sonn’s employment and acting upon Sonn’s request for deferred compensation. *Complaint* ¶ 110. That allegation conclusively defeats the claim that Minerva or Leberman tortiously interfered with Sonn’s contract.

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1 **KPG Investments Terminated the Employment on Advice of Counsel:** Sonn's Complaint  
 2 alleges that KPG Investments and its principal consulted with legal counsel, Jennifer Brown,  
 3 regarding the 'incentive agreement' and that the letter of termination of employment followed  
 4 promptly thereafter. *Complaint* ¶¶ 126, 127. Here again, the allegation of consultation with counsel,  
 5 right before issuance of the letter of termination, conclusively defeats the claim that Minerva or  
 6 Leberman tortiously interfered with Sonn's contract.

7 Sonn's Count 7 against Minerva and Leberman has no foundation in fact or law. Even  
 8 accepting all factual allegations in Sonn's *Complaint* as true, Sonn fails to state a claim upon which  
 9 relief can be granted against Minerva or Leberman. Count 7 should be dismissed.

10 **V. CONCLUSION**

11 The entirety of Sonn's claims in this action simply have no basis in Nevada law. No  
 12 employee, including Sonn, is entitled to a post-termination bonus "in recognition of her past  
 13 performance." Sonn negotiated payment terms during her employment and received all  
 14 compensation she was due. Sonn's claims against Minerva and Leberman cannot survive dismissal  
 15 and cannot be cured. Minerva and Leberman should be dismissed from this action.

16 The Motion should be granted.

17 DATED this 8 day of February, 2023.

18 GUNDERSON LAW FIRM

19  
 20 

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 23 Austin K. Sweet, Esq.  
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 Attorneys for Minerva Office Management,  
 Inc. and Robert L. Leberman

**CERTIFICATE OF SERVICE**

Pursuant to FRCP 5(b), I certify that I am an employee of the law office of GUNDERSON LAW FIRM, and on the 8 day of February, 2023, I electronically filed the **MINERVA AND LEBERMAN'S MOTION TO DISMISS** and a copy will be electronically mailed by the United States District Court-District of Nevada through CM/ECF to the following:

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19 *and ASG Investments, Inc.*

20 Pursuant to FRCP 5(b), I further certify that I am an employee of the law office of  
21 GUNDERSON LAW FIRM, and on the 8 day of February, 2023, I deposited for mailing in  
22 Reno, Nevada a true and correct copy of the foregoing **MINERVA AND LEBERMAN'S MOTION**  
23 **TO DISMISS**, to the following:

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